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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/852,740	05/11/2001	Kenneth Arneson	20-485	5000

7590 12/27/2007 MANELLI DENISON & SELTER PLLC 2000 M Street, N.W., 7th Floor Washington, DC 20036-3307		EXAMINER LAstra, DANIEL
ART UNIT 3622	PAPER NUMBER	
MAIL DATE 12/27/2007	DELIVERY MODE PAPER	

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/852,740

Applicant(s)

ARNESON ET AL.

Examiner

DANIEL LASTRA

Art Unit

3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 05 October 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2,5-28 and 38-41 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,2,5-28 and 38-41 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
- Paper No(s)/Mail Date _____.

- 4) ☐ Interview Summary (PTO-413)
- Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____.

DETAILED ACTION

1. Claims 1, 2, 5-28 and 38-41 have been examined. Application 09/852,740 (System and method for providing wireless services) has a filing date 05/11/2001 and Claims Priority from Provisional Application 60203885 (05/12/2000).

Response to Amendment

2. In response to Non Final Rejection filed 06/13/2007, the Applicant filed an Amendment on 10/05/2007, which amended claims 1, 9, 18, 21 and 38.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 9-13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hoffman (US 6,980,670) in view of Wired (Dialog file 20:09139697)

As per claim 9, Hoffman teaches:

A method of providing e-commerce incentives, comprising:

offering wireless airtime units to said user in response to said user having actively interacted with a given web site (see column 4, lines 3-25; column 5, lines 15-20; col 17, lines 45-60; col 28, lines 45-65; col 32, lines 15-30).

Hoffman fails to teach that *create a wireless service account in response to a user having actively interacted with a website*. However, Wired teaches that it is old and well known in the promotion art to allow users to subscribe and purchase wireless phones and services plans (*i.e.* wireless account) by interacting with a website (see Wired paragraphs 16-21). Therefore, it would have been obvious to a person of ordinary skilled in the art at the time the application was made, to know that members of the Hoffman's system would access a retail establishment website in order to enroll in wireless service plans (*i.e.* wireless service account), as it is old and well known to subscribe to wireless service plan via the Internet, as taught by Wired.

As per claim 10, Hoffman teaches:

wherein said action on said web site comprises: selection of an electronic advertisement (see column 3, lines 55-67). Purchasing of an item at a website is selecting the item which is also an advertisement.

As per claim 11, Hoffman teaches:

wherein said action on said web site comprises: returning to said web site (see column 4, lines 1-25).

As per claim 12, Hoffman teaches:

wherein said action on said web site comprises: obtaining electronic services (see column 4, lines 1-25).

As per claim 13, Hoffman teaches:

monitoring said web site to determine if said user performs said action on said web site (see column 4, lines 1-25).

4. Claims 1, 2, 5-8, 18, 21-28 and 38-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Katz (US 6,424,706) in view of Hoffman (US 6,980,670) and further in view of Wired (Dialog file 20: 09139697).

As per claim 1, Katz teaches:

A method of purchasing goods or services; comprising:

directing payment for goods or services with said wireless airtime units credited to said wireless service account (see column 4, lines 39-67) but fails to teach crediting wireless airtime units to said wireless service account based on an interaction of said entity with a web site of a seller of goods or services. However, Hoffman teaches awarding airtime minutes to users by said users performing action on websites of Internet Reward providers (see Hoffman column 4, lines 3-25; column 5, lines 10-20; col 17, lines 44-60; col 28, lines 45-62; col 32, lines 15-27). Therefore, because users of the Katz system can place orders via online websites (see Katz col 8, lines 15-20), then it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Katz would be motivated to award users with airtime minutes by said users performing actions on said online websites of Internet reward providers, as taught by Hoffman in order that said users have an incentive to visit said website of said Internet reward providers and purchase products or services from said providers.

Katz fails to teach *create a wireless service account in response to a user having actively interacted with a given website of a seller of goods or services*. However, Wired teaches that it is old and well known in the promotion art to allow users to subscribe and

purchase wireless phones and services plans (*i.e.* wireless account) by interacting with a website (see Wired paragraphs 16-21). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that members of the Katz's system would enroll with telecommunication service providers by interacting with a website, as it is old and well known to allow members to enroll in wireless service plan via the Internet, as taught by Wired.

As per claim 2, Katz teaches:

said directing payment is for payment of goods (see column 4, lines 39-67).

As per claim 5, Katz teaches:

said directing payment is for payment of a service (see column 4, lines 39-67).

As per claim 6, Katz teaches:

said directing payment transfers wireless airtime units from a buyer's account to a seller's account (see column 4, lines 39-67).

As per claim 7, Katz teaches:

said wireless airtime units can be used in a metered wireless communications system (see column 4, lines 39-65).

As per claim 8, Katz teaches:

said wireless airtime units can be used in post-paid wireless communications system (see column 8, lines 15-33).

As per claim 18, Katz teaches:

A method of conducting e-commerce, comprising:

crediting a wireless device account associated with said user with a given number of wireless airtime units (see column 4, lines 39-67) but fails to teach offering wireless airtime units to said user in exchange for said user actively interacting with a said given web page. However, Hoffman teaches awarding airtime minutes to users by said users performing action on websites of Internet Reward providers (see Hoffman column 4, lines 3-25; column 5, lines 10-20; col 17, lines 44-60; col 28, lines 45-62; col 32, lines 15-27). Therefore, because users of the Katz system can place orders via online websites (see Katz col 8, lines 15-20), then it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Katz would be motivated to award users with airtime minutes by said users performing actions on said online websites of Internet reward providers, as taught by Hoffman in order that said users have an incentive to visit said website of said Internet reward providers and purchase products or services from said providers.

Katz does not teach *create a wireless service account in response to a user having actively interacted with a given website*. However, Wired teaches that it is old and well known in the promotion art to allow users to subscribe and purchase wireless phones and services plans (*i.e.* wireless account) by interacting with a website (see Wired paragraphs 16-21). Therefore, it would have been obvious to a person of ordinary skilled in the art at the time the application was made, to know that members of the Katz's system would enroll with telecommunication service providers by interacting with a website, as it is old and well known to allow members to enroll in wireless service plan via the Internet, as taught by Wired.

As per claim 21, Katz teaches:

A method of paying for an offering, comprising:

maintaining a count of said wireless airtime units in said wireless service account associated with an entity (see column 4, lines 39-67); and

reducing said maintained count of wireless airtime units in said wireless service account when said entity exchanges wireless airtime units for a given good or service (see column 4, lines 39-67). Katz fails to teach crediting wireless airtime units to a wireless service account based on an interaction of said entity with a web site of a seller of goods or services. However, Hoffman teaches awarding airtime minutes to users by said users performing action on websites of Internet Reward providers (see Hoffman column 4, lines 3-25; column 5, lines 10-20; col 17, lines 44-60; col 28, lines 45-62; col 32, lines 15-27). Therefore, because users of the Katz system can place orders via online websites (see Katz col 8, lines 15-20), then it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Katz would be motivated to award users with airtime minutes by said users performing actions on said online websites of Internet reward providers, as taught by Hoffman in order that said users have an incentive to visit said website of said Internet reward providers and purchase products or services from said providers.

Katz fails to teach *creating a wireless service account in response to an entity having actively interacted with a given website of a seller of goods or services*. However, Wired teaches that it is old and well known in the promotion art to allow users to subscribe and purchase wireless phones and services plans (*i.e.* wireless account)

by interacting with a website (see Wired paragraphs 16-21). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that members of the Katz's system would enroll with telecommunication service providers by interacting with a website, as it is old and well known to allow members to enroll in wireless service plan via the Internet, as taught by Wired.

As per claim 22, Katz teaches:

selling a product wherein said product can be purchased in exchange for a predefined number of said wireless airtime units in a wireless service account associated with a purchaser of said product selling said product through a web site (see column 4, lines 39-67; column 8, lines 15-19).

As per claim 23, Katz teaches:

accepting a predefined number of said wireless airtime units in exchange for said offering (see column 4, lines 39-67).

As per claim 24, Katz teaches:

by performing an action on a web site (see Katz col 8, lines 15-20) but fails to teach said wireless airtime units are earned by said action. However, Hoffman teaches awarding airtime minutes to users by said users performing action on websites of Internet Reward providers (see Hoffman column 4, lines 3-25; column 5, lines 10-20; col 17, lines 44-60; col 28, lines 45-62; col 32, lines 15-27). Therefore, because users of the Katz system can place orders via online websites (see Katz col 8, lines 15-20), then it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Katz would be motivated to award users with airtime

minutes by said users performing actions on said online websites of Internet reward providers, as taught by Hoffman in order that said users have an incentive to visit said website of said Internet reward providers and purchase products or services from said providers.

As per claim 25, Katz fails to teach:

said wireless airtime units are earned by visiting a web site. However, the same argument made in claim 24 regarding said missing limitation is also made in claim 25.

As per claim 26, Katz teaches:

said wireless airtime units represent metered wireless services (see column 5, lines 40-50).

As per claim 27, Katz fails to teach:

crediting at least one wireless airtime unit to said wireless service account in response to behavior by said entity. However, the same rejection applied to claim 24 regarding this missing limitation is also made in claim 27.

As per claim 28, Katz fails to teach:

crediting one or more wireless airtime units to said wireless service account in response to said entity visiting a web site. However, the same argument made in claim 24 with respect to said missing limitation is also made in claim 28.

As per claim 38, Katz teaches:

An incentive offering system, comprising:

a wireless service account associated with an entity, said wireless service account maintaining a count of wireless airtime units (see column 4, lines 39-65) but

fails to teach and a processor in communication with both an e-tailer website and said wireless service account, said processor being configured to increase said count of wireless airtime units when said entity actively interacts with a given feature of e-tailer web site. However, Hoffman teaches awarding airtime minutes to users by said users performing action on websites of Internet Reward providers (see Hoffman column 4, lines 3-25; column 5, lines 10-20; col 17, lines 44-60; col 28, lines 45-62; col 32, lines 15-27). Therefore, because users of the Katz system can place orders via online websites (see Katz col 8, lines 15-20), then it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Katz would be motivated to award users with airtime minutes by said users performing actions on said online websites of Internet reward providers, as taught by Hoffman in order that said users have an incentive to visit said website of said Internet reward providers and purchase products or services from said providers.

Katz fails to teach *to create said wireless service account in response to said entity having actively interacted with said e-tailer web site*. However, Wired teaches that it is old and well known in the promotion art to allow users to subscribe and purchase wireless phones and services plans (*i.e.* wireless account) by interacting with a website (see Wired paragraphs 16-21). Therefore, it would have been obvious to a person of ordinary skilled in the art at the time the application was made, to know that members of the Katz's system would enroll with telecommunication service providers by interacting with a website, as it is old and well known to allow members to enroll in wireless service plan via the Internet, as taught by Wired.

As per claim 39, Katz fails to teach:

said e-tailer's web site is configured to monitor activity of said entity to determine if said entity has earned offered wireless airtime units; and said e-tailer's web site is configured to communicate with said processor to update said wireless service account with said earned wireless airtime units. However, the same argument made in claim 38 regarding said missing limitation is also made in claim 39.

As per claim 40, Katz teaches:

said wireless service account is updateable with additionally purchased wireless airtime units (see column 2, lines 1-40) but fails to teach from said e-tailer. However, the argument made in claim 38 regarding said missing limitation is also made in claim 40.

As per claim 41, Katz teaches:

said wireless service account is updateable with additionally purchased wireless airtime units from said wireless service account (see column 2, lines 3-42).

5. Claims 14-17, 19 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hoffman (US 6,980,670) in view of Katz (US 6,424,706) and further in view of Wired (Dialog file 20: 09139697).

As per claim 14, Hoffman does not expressly teach:

creating a wireless service account for said user in response to said user performing said action on said web site. However, Katz teaches providing customer with wireless service accounts (see Katz col 6, lines 40-55). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Hoffman would credit unit-minutes to Katz's recipient accounts in order that

said recipient would be able to access to said wireless account to purchase goods or services using said unit-minutes.

As per claim 15, Hoffman does not expressly teach:

crediting said wireless service account with said wireless airtime units. However, Katz teaches providing customer with wireless service accounts (see Katz col 6, lines 40-55). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Hoffman would credit unit-minutes to Katz's recipient accounts in order that said recipient would be able to access to said wireless account to purchase goods or services using said unit-minutes.

As per claim 16, Hoffman does not expressly teach:

crediting said wireless service account when said user purchases wireless airtime units. However, Katz teaches a prepaid card wireless system that allows subscribers to purchase additional wireless minutes (see Katz column 2, lines 15-25). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Hoffman would allow a user to purchase additional wireless minutes, as taught by Katz in order that said user is allowed to continue using a communication device when the user's airtime minutes are already used up.

As per claim 17, Hoffman does not expressly teach:

reducing a count of wireless airtime units in said wireless service account when said user uses a wireless communications device based on said wireless service account. However, the same rejection applied to claim 16 is also applied to claim 17.

As per claim 19, Hoffman does not expressly teach:

creating a phone service account for said user in response to said user accessing said electronic information. However, the same argument made in claim 14 regarding this missing limitation is also made in claim 19.

As per claim 20, Hoffman does not expressly teach:

said wireless account is a metered phone service account. However, the same argument made in claim 14 regarding this missing limitation is also made in claim 20.

Response to Arguments

6. Applicant's arguments with respect to claims 1, 2, 5-28 and 38-41 have been considered but are moot in view of the new ground(s) of rejection. Even though the claim recites creating a wireless service account in response to an entity having actively interacted with a given web site of a seller of goods or services; crediting wireless airtime units to said wireless service account based on an interaction of said entity with a web site of a seller of goods or services; and directing payment for goods or services with said wireless airtime units credited to said wireless service account. The account or the credit has nothing to do with wireless service. So any account or any points earned by performing an activity on a website would read Applicant's claims.

Conclusion

7. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of


the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ERIC W. STAMBER can be reached on 571-272-6724. The official Fax number is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).


Daniel Lastra
December 14, 2007


RETTA YEHDEGA
PRIMARY EXAMINER